UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
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TIAJUANIA MCMOORE

Plaintiff,
v. **Case No.:**

THE HARTFORD FINANCIAL SERVICES
GROUP, INC.
Defendant.
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ERISA COMPLAINT

A. Introduction

1. This is an action for disability benefits pursuant ERISA 29 U.S.C. 1001 et. seq. under a disability plan in which Plaintiff maintains she was completely disabled under the plan and unable to continue working.

B. The Parties

2. The Plaintiff TIAJUANIA MCMOORE (hereinafter "Plaintiff"), was at all times relevant in the complaint a resident within this district and in all other respects is sui juri. Plaintiff was a participant of THE HARTFORD FINANCIAL SERVICES GROUP, INC. (hereinafter "Defendants").

3. At all times hereinafter mentioned, THE HARTFORD FINANCIAL SERVICES GROUP, INC. is an insurance plan was and is a duly organized and existing qualified trust pension plan as defined in 26 U.S.C. 401 and 26 U.S.C. 411.

4. The Defendant's headquarters are located in Connecticut but it maintains offices in New York at 100 William St, New York, NY 10038 and other locations in New York City where it regularly does business.

5. Thus, there is jurisdiction of the United States District Court for the Southern District of New York.

6. The plan provides members such as Plaintiff with long term disability benefits (hereinafter the “disability plan” or “LTD benefits”).

C. Jurisdiction

7. The Disability Plan was designed and intended to qualify under the requirements of ERISA and upon information does in fact qualify as a plan pursuant to 29 U.S.C. 1002 (1) and (3).

8. This Court has jurisdiction to hear this ERISA claim pursuant to 29 U.S.C. 1132 and venue is proper in that Defendants can found in this District.

9. At all times Plaintiff is a qualified participant in the disability plan pursuant to 29 U.S.C. 1132.

D. Factual Statement

10. Plaintiff was initially employed by the Berkely Group from 2004 and then by AON Corporation on October 4, 2004. She was employed as a claims specialist.

11. On or about October 23, 2014, Plaintiff had back surgery and was incapacitated and unable to work until March 2015.

12. In June 2015, contribution for long term disability began by Plaintiff.

13. In November 2015, Plaintiff applied for short term disability and received it until May 9, 2016.

14. Thereafter, she applied for long term disability.

15. In a letter dated June 9, 2016, Plaintiff was denied coverage for disability because of

failing to provide evidence of insurability. See Exhibit "A".

16. Evidence of insurability is a complete and signed health and medical history form provided by Defendant, submit to a medical examination if requested, provide any additional information and attending physicians' statements that Defendant may require and furnish all such evidence at Plaintiff's expense.

17. Plaintiff provided a signed health and medical history form, and attending physician's statements. A medical examination was not requested, nor was any additional information requested. Plaintiff was never advised that there was any information missing. In fact, she contacted spoke to Aon Human Resources Representative on May 18,19,20,23 and on May 25,26,27,31, June 2,3,6,7, and conferenced with Hartford. She also called Defendant on June 9, 2016 and spoke to the case worker Laurie Schnieder and the underwriter Mary.

18. In light of all of the above, Defendant did have all the necessary information at the time of their initial review of Plaintiff's case, it was never indicated to Plaintiff despite her numerous conversations. She was never advised anything was missing.

19. Thereafter the decision was rendered based on lack of insurability.

20. The denial here was arbitrary and capricious since there is no question that Plaintiff suffers a disability and that she was covered by the plan as a beneficiary during the questioned time.

21. Thus, Plaintiff is disabled and insured under the policy and entitled to LTD benefits.

22. Further, as a direct and proximate result Defendant's actions, Plaintiff has been obligated to retain an attorney to obtain the benefits he is entitled to, despite her scarce means.

Thus, she has incurred attorneys' fees in an amount not yet known to Plaintiff.

23. Moreover, as a direct and proximate result of the actions, Plaintiff has sustained damages in an amount not now known to Plaintiff but on information and belief, such damages will approximate the amount of the benefits due Plaintiff in accordance with the disability plan.

FIRST CLAIM FOR RELIEF

24. The continued denial of Plaintiff's benefits under the plan deprives her of disability benefits and is arbitrary, illegal, capricious, unreasonable and contrary to 29 U.S.C. 1001 et. seq. The decision to deny Plaintiff Long Term Disability benefits is not supported by substantial evidence.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for a judgment in her favor and against Defendant as follows:

a. Declaring Plaintiff disabled and covered under the disability plan;

b. Declaring that all rights and benefits due to Plaintiff are vested and non-forfeitable;

c. Awarding Plaintiff a money judgment for sums due and owing which approximate the amount of the benefits due to Plaintiff in accordance with the disability plan;

d. That Defendant pay Plaintiff's costs of this suit, together with a reasonable attorney's fee pursuant to 29 U.S.C. 1132 (g) (1);

e. Any other relief that is just and equitable;

Dated: New York, New York
April 07, 2017

STEWART LEE KARLIN
LAW GROUP, P.C.

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